

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

WHEELMAXX INC. doing business as
WHEELMAXX OFF ROAD AND TIRE
REPAIR, LUBEMAXX LUBE AND OIL,
WEST COAST TIRES & AUTO
CENTER, and WEST COAST TIRES &
TRUCK CENTER,

Plaintiff,

v.

MARAAJ SINGH MAHAL, an individual;
AMERICAN TIRE & AUTO REPAIR
CENTER, INC., a California corporation,

Defendants.

Case No. 1:22-cv-01506-KES-SKO

ORDER ADOPTING FINDINGS AND
RECOMMENDATIONS AND GRANTING IN
PART PLAINTIFFS' MOTION FOR
DEFAULT JUDGMENT

Docs. 21, 30

On November 11, 2023, Plaintiff Wheelmaxx, Inc., doing business as Wheelmaxx Off Road and Tire Repair, Lubemaxx Lube and Oil, West Coast Tires & Auto Center and West Coast Tires & Truck Center (collectively "plaintiffs"), filed a motion for default judgment against Maraaj Singh Mahal, an individual, and American Tire & Auto Repair Center, Inc., a California corporation ("American Tire") (collectively "defendants"). Doc. 21. This matter was referred to a United States magistrate judge pursuant to 28 U.S.C. § 636(b)(1)(B) and Local Rule 302.

1 On March 29, 2024, the assigned magistrate judge issued findings and recommendations,
2 recommending that the motion for default judgment be granted in part. Doc. 30. Specifically,
3 the findings and recommendations found that plaintiffs had satisfied the requirements for
4 entering default judgment as to its claims for breach of contract, trademark infringement, and
5 unfair competition under the factors laid out in *Eitel v. McCool*, 782 F.2d 1470 (9th Cir. 1986).
6 *Id.* at 5–9. While the findings and recommendations found that the amount sought for attorneys’
7 fees and costs of litigation was reasonable, they recommended reducing the amount of damages
8 awarded, as some of plaintiffs’ requested damages were not “clearly ascertainable.” *See* Cal.
9 Civ. Proc. Code § 3301; *id.* at 15–18. The findings and recommendations contained notice that
10 any objections thereto were to be filed within twenty-one (21) days after service. *Id.* at 19. No
11 party filed objections, and the time to do so has passed.

12 In accordance with the provisions of 28 U.S.C. § 636(b)(1), the Court has conducted a de
13 novo review of this case. Having carefully reviewed the file, the Court concludes that the
14 findings and recommendations are supported by the record and proper analysis.

15 Accordingly, IT IS ORDERED that:

- 16 1. The findings and recommendations, filed on March 29, 2024, Doc. 30, are
17 ADOPTED IN FULL;
- 18 2. Plaintiffs’ motion for default judgment, Doc. 21, is GRANTED with respect to
19 plaintiffs’ claims for breach of contract, trademark infringement and unfair
20 competition, and DENIED with respect to plaintiffs’ claim for trade dress
21 infringement;
- 22 3. Plaintiffs are awarded actual damages in the amount of \$26,265.50;
- 23 4. Plaintiffs are awarded reasonable attorney’s fees in the amount of \$4,830.00 and
24 costs of suit in the amount of \$1,047.20;
- 25 5. Defendants, and their agents, servants, employees, and attorneys, and all others in
26 active concert or participation with them are ENJOINED
 - 27 i. from infringing upon the Wheelmaxx Marks,
 - 28 ii. from otherwise engaging in unfair competition with Wheelmaxx; and

1 iii. to comply with all post-termination monetary and de-identification
2 obligations under the Franchise Agreement; and

3 6. Plaintiffs are ordered to mail a copy of this Order to defendants at their last known
4 address.

5 7. The Clerk of Court is directed to close this case.

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8 IT IS SO ORDERED.

9 Dated: June 2, 2025



UNITED STATES DISTRICT JUDGE